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The Solicitors' Journal.

LONDON, AUGUST 27, 1870.

LORD SALISBURY AND LORD CAIRNS, the arbitrators appointed by Act of Parliament to deal with the affairs of the London, Chatham, and Dover Railway Company, have just made their first award. They are called, in the Act of Parliament which appointed them, "arbitrators;" but in reality they are not only judges, but organisers and legislators. They had not only to adjudicate upon the various claims against the company in the innumerable actions and suits pending when the Act was passed, and to determine how they were to be met or settled: they had further to decide upon the priorities and conflicting rights of the various classes of debenture holders and shareholders; and to enact (for their award has the power of an Act of Parliament) how the company shall be organised and its capital constituted for the future. And, of course, the latter part of the jurisdiction conferred upon the arbitrators is by far the most important part. In the present award the arbitrators lay down the broad outlines of their scheme with perfect clearness, though they leave many details to be worked out in a final award which is yet to come.

We cannot examine their scheme minutely, but its general principle is easily stated. Hitherto the London, Chatham, and Dover Railway has consisted of a number of independent undertakings, with separate capitals and separate bodies of shareholders—the General undertaking, the Metropolitan Extensions, the City lines, and so on. And for each undertaking there have been various classes of stocks, shares, and debentures, preferred, deferred, and of every other possible kind. For the future all these separate undertakings are to be merged into one. And all the capital of the company is to be comprised under three heads, debentures, preference shares, and ordinary shares. This capital is to be substituted for the old, and distributed among the existing holders in a manner proportioned to their holdings, and with a due regard to priorities.

It is impossible to say at present how far this arrangement will give satisfaction to those interested. Looking at the enormous number of interests to be considered, we may be very sure that some persons will be discontented with the result. It is at least clear that the arbitrators have devoted immense time and thought to working out this scheme for the reconstruction of the company; and we can only trust that their labour may not be in vain.

IT IS NOT LONG SINCE A CASE came before the public in which certain of the authorities of one of our large hospitals were accused of having sanctioned a *post mortem* examination of the body of a patient who had died in the hospital, contrary to the wishes of the relations of the deceased and to the law. In yesterday's *Times* another case is reported in which one of the surgeons of the same hospital was charged with a similar offence, and the result is reported to have been as follows:—"In answer to Mr. Benson, the applicant said he had not read the report of a similar case from the same hospital, which was dismissed some short time back. Mr. Benson said the complainant in the previous case had withdrawn it because he could not take the case to a superior court. He had spent £8 or £9, and if the applicant was to take the case through it would cost him between £50 and £60. Mr. Benson said he would commit Dr. Morrison or the whole of the medical profession if the applicant would bring proof that he would prosecute at the trial. The applicant, who said he was only a working man and had no money, left the court evidently very much disappointed." It appears, therefore, that in substance the officers of a great public institution are accused of habitually violating the law, as well as outraging the feelings of individuals in a manner peculiarly offensive. And the charges fail, not because of the innocence of the accused, though for aught we know they may be perfectly innocent, and nothing either illegal or improper may have taken place, but because of the poverty of the complainants. This is another example of the mischief of our present system of prosecution, and the need for some system by which the State shall itself vindicate its own criminal laws.

IN ANOTHER COLUMN will be found a report of a case decided by Mr. Justice Willes at Chambers upon the construction of the Act just passed "to facilitate the arrest of absconding debtors" (33 & 34 Vict. c. 76). We refer to the case here not because the point decided could admit of much doubt, but because the case well illustrates the present state of the law with regard to the arrest of absconding debtors, and the changes introduced by last year's legislation.

Before the year 1869, a debtor to the extent of £20 or upwards, about to leave England, might be arrested by writ of *capias* issuing out of the superior court in which an action against him was brought, at any time after the commencement of the action, and before final judgment. But, inasmuch as such a proceeding often entailed so much delay as to give the debtor time to effect his escape before he could be stopped, power was also given to the county court, which for this purpose acted in aid of the superior court, to issue a warrant for the arrest and detention of a debtor about to abscond, even before the writ in the action was actually commenced. When a debtor was so arrested his creditor was bound to commence his action, and obtain a writ of *capias* forthwith; and the only effect of the action of the county court was to prevent the debtor from making his escape during the delay necessary for obtaining the *capias*.

All these powers were taken away by the legislation of 1869. And it was enacted instead, by section 6 of the Debtors Act, in substance, that the superior court in which an action is pending may arrest an absconding debtor, where there is a good cause of action to the extent of £50 or upwards at any time after action brought and before final judgment. No power of arresting absconding debtors was given to the county courts corresponding to that which they possessed before.

At the same time the Bankruptcy Act, by section 86, gave a court of bankruptcy power to arrest a debtor "if, after a petition of bankruptcy is presented against such debtor, it appear to the Court that there is probable reason for believing that he is about to go abroad, or to quit his place of residence with a view of avoiding service of the petition, or of avoiding appearing to the petition, or of avoiding examination in respect of his affairs, or otherwise delaying or embarrassing the proceedings in bankruptcy." And the present Act, which is incorporated with the Bankruptcy Act, enacts by section 1 that—

"The provisions of the Bankruptcy Act, 1869, be extended in manner following:—The Court may, by warrant addressed to any constable or prescribed officer of the court, cause a debtor to be arrested and safely kept as prescribed until such time as the Court may order, if, after a debtor's summons has been granted in the manner prescribed by the said Act, and before a petition of bankruptcy can be pre-

sented against him, it appear to the Court that there is probable reason for believing that he is about to go abroad, with a view of avoiding payment of the debt for which the summons has been granted, or of avoiding service of a petition of bankruptcy, or of avoiding appearing to such petition, or of avoiding examination in respect of his affairs, or otherwise avoiding, delaying, or embarrassing proceedings in bankruptcy: Provided always that nothing herein contained shall be construed to alter or qualify the right of the debtor to apply to the Court in the prescribed manner to dismiss the said summons as in the said Act is provided, or to pay, secure, or compound for the said debt within the time by the said Act provided, without being deemed to have committed an act of bankruptcy; and provided also, that upon any such payment or composition being made, or such security offered as the Court shall think reasonable, the said debtor shall be discharged out of custody, unless the Court shall otherwise order." By section "2 no arrest shall be valid or protected under this Act unless the debtor, before or at the time of his arrest, shall be served with the debtor's summons."

In the case to which we refer Mr. Justice Willes decided, as indeed is plain, that the Act gives no power of arrest except to a court of bankruptcy. The practical result of all these enactments is that if a debtor is about to abscond, then, unless there is time to issue a writ in a superior court and afterwards to apply to a judge at chambers for his arrest under the Debtors Act, the only course will be to issue a debtor's summons and apply for his arrest under the new Act. And this will probably be the course ordinarily adopted in the case of debtors resident out of London. This Act will give fresh importance to the proceeding by debtor's summons.

CONTRACTS UNDER SECTION 7 OF THE RAILWAY AND CANAL TRAFFIC ACT, 1854 (17 & 18 VICT. c. 31).

I.

It would be a difficult matter to decide which is the worst drawn statute upon the English Statute-book, and we certainly do not intend to express any opinion on the subject. There are, however, some statutes which have acquired an unfortunate pre-eminence for the obscurity of their provisions; and without deciding upon the relative merits of these statutes, we may safely class amongst them the Railway and Canal Traffic Act, 1854 (17 & 18 Vict c. 31) with especial reference to its 7th section. Of course the greater the obscurity and difficulty of a statute the more important are the cases decided upon it, and we propose here to collect the most important decisions upon section 7 of the Railway and Canal Traffic Act, 1854, and to endeavour to deduce from them some rules which may assist in determining what contracts are and what are not valid within that section.

Before the passing of the statute common carriers had the same power of contracting as that enjoyed by other persons. It was consequently competent for common carriers to agree with consignors of goods that they should not be liable for any loss of or injury to the goods, or to make any other contract respecting the goods, and thereby to more or less limit the liability as insurers which by the common law is thrown upon common carriers. If there was any special contract between the carriers and the senders of goods, the rights and obligations of the parties were governed by that contract, so far as it extended; and whether it were wise or foolish, fair or unfair, the parties making it were bound thereby, as the parties to other contracts are bound. Before the Railway and Canal Traffic Act, 1854, if goods were simply given to common carriers for carriage, they received them as insurers; if given under a special contract, they received the goods according to the contract, even although by that contract the carriers were relieved from all liability whatever, however caused, for damage to the goods. If the carriers refused to carry goods except under a special contract, the owner might, if the proposed contract was unreasonable, tender his goods for carriage, and a reasonable payment for their carriage, and require the carriers to take them on the common law terms, and if they refused to do so, the owner would have an action against them for refusing to carry. If, however, he sent them under a contract, his right of action was subject to the terms of that contract. This was the common law rule, and was not altered in this respect by the Carriers Act (11 Geo. 4, and 1 Will. 4, c. 68), which, by section 6, expressly reserves to carriers the right to make special contracts. The whole of the subject is very fully treated in the judgment of Blackburn, J., in *Peek's case*, in the House of Lords (11 W. R. 1023, 32 L. J. Q. B. 241).

While the law was in this state the Railway and Canal Traffic Act, 1854, was passed, and it enacted by section 7 that every railway and canal "company shall be liable for the loss of, or for any injury done to," any animals or goods, &c., &c., "in the receiving, forwarding, or delivery thereof, occasioned by the neglect or default of such company or its servants, notwithstanding any notice, condition, or declaration made and given by such company contrary thereto, or in anywise limiting such liability; every such notice, condition, or declaration being hereby declared to be null and void: provided always that nothing herein contained shall be construed to prevent the said companies from making such conditions with respect to the receiving, forwarding, and delivery of any of the said" animals, &c., goods, &c., "as shall be adjudged by the court or judge before whom any question relating thereto shall be tried, to be just and reasonable. . . . Provided that no special contract between such company and any other parties respecting the receiving, forwarding, or delivering of any" animals &c., goods, &c., "shall be binding upon or shall affect any such party unless the same be signed by him or by the person delivering such" animals, &c., goods, &c., "respectively for carriage."

We have only cited that part of the section which relates to the nature, validity and effect of contracts between railway and canal companies and the senders of goods. We do not propose to discuss here the other portions of the section which relate to the amount of damages that may be recovered for the loss of or injury to animals sent by railways or canals. It appears that no questions have arisen under this section in reported cases in actions against canal companies. We have therefore only to deal with actions against railway companies. Before examining these cases it will be necessary to consider the nature of the provisions of the section.

First, it is clear that the section only applies to contracts which purport to relieve the company making them from liability for damage caused by the "neglect or default" of the company or their servants. Consequently a contract between a railway company and a consignor of goods, by which the company stipulates that it is not to be liable *as an insurer* (as would, of course, be the case without a special contract relieving them of that liability), is not within the section. If, therefore, such an agreement has, in fact, been made, the consignor is bound by it, whether reasonable or not. The section has no application to such a case (per Blackburn, J. in *Peek's case*).

It has also been held that the section does not apply where a traveller, after a journey on a railway, deposits luggage with the company in the cloak-room. A receipt of goods under such circumstances is not a receipt by the company as carriers, and therefore the statute has no application (*Van Toll* v. *South Eastern Railway Company*, 10 W. R. 578, 31 L. J. C. P. 241). Nor does the section apply to contracts for carriage beyond the contracting company's own line (*Zunz* v. *South Eastern Railway Company*, 17 W. R. 1096, L. R. 4 Q. B. 539). As regards the conveyance of goods beyond their own line, companies are therefore in the same position that they occupied before the statute was passed. They have the same power of contracting as that enjoyed by individuals. But the section does apply to the receiving and delivery of goods even before any contract of carriage has been made. Therefore, unreasonable conditions as

to the receiving of goods at a station would be void, although there was no contract of carriage in existence (*Hodgman* v. *West Midland Railway Company*, 12 W. R. 1054, 33 L. J. Q. B. 233; in Ex. Ch. 13 W. R. 758, 35 L. J. Q. B. 85).

So far there has not been much difficulty in the construction of the section. The next point is as to the form in which contracts under this section ought to be made. Two constructions were originally suggested. The first, that all such conditions as were mentioned in the section were void as general declarations, that no such conditions should be binding as part of a contract of carriage unless they were just and reasonable, *or* unless they were embodied in a written contract and signed by the consignor. In other words this construction proposed to leave to the companies full power of contracting by any terms to which they and the consignors of goods could agree provided only that the contracts were in a certain form. If not in this form the courts were to have power to consider whether they were just and reasonable (see per Lord Chelmsford in *Peek's case*). The second suggested construction was that all such conditions, &c., were void, and in addition that no contract of carriage should relieve the companies from liability for the neglect or default of their servants, unless in writing and signed, *and also* just and reasonable. This latter construction was adopted by the Court of Common Pleas in *Simons* v. *Great Western Railway Company* (26 L. J. C. P. 25); and after some doubt, is now clearly to be considered the true construction, as it has been adopted by the majority of the House of Lords in *Peek's case;* the result of which decision is that any condition limiting the liability of a railway company for their own neglect or default as carriers must be a condition just and reasonable in the judgment of the Court, and must be set out in a written contract signed by or on behalf of the consignor (per Erle, C.J., *Aldridge* v. *Great Western Railway Company*, 13 W. R. 43, 33 L. J. C. P. 161). No question is therefore now likely to arise upon the wording of the section as to the form of contract.

The question of most practical importance, and the one that has most frequently occupied the attention of the Courts, is what conditions are just and reasonable? This is a question of law to be decided by the Court in each case (*Peek's case*), and the Courts are of course necessarily bound by prior decisions on the same subject.

Before reviewing the different contracts under section 7 of the Railway and Canal Traffic Act, 1854, which have been judicially considered, we must first briefly notice the rules of construction by which the Courts read these contracts. It is now settled that they are to be read in their plain and ordinary sense, whatever may be the result of that construction. It may seem unnecessary to notice that any particular class of contracts is governed by the simple rule of construction which ought to govern all written contract.-This construction, however, has not always been applied to contracts by carriers. There was at one time a strong tendency on the part of the Courts to construe contracts which purported to relieve carriers from liability as not excluding liability for the carriers' negligence; that is, these contracts were not read in their ordinary sense, but were strained in order that the carriers might still be liable for their own default. Thus, in *Wyld* v. *Pickford* (8 M. & W. 443), the words "not responsible for loss or damage done to goods" were held to mean that the carriers "would not be responsible for loss or damage *unless caused by negligence*." Of late years, however, the Courts have refused to adopt such a forced construction, and the rule now acted upon is as above stated, that the contracts must be read in their ordinary meaning, whatever may be the result of so doing (see *Carr* v. *Lancashire and Yorkshire Railway Company*, 21 L. J. Ex. 261, and *Peek's case;* in which latter case this subject is very fully discussed by Blackburn, J.)

The construction of a condition in any particular contract under the Railway and Canal Traffic Act is of course not necessarily a guide for the construction of even a precisely similar clause in any other contract under the same statute. In each case the whole contract must be read, and the ordinary signification of its clauses must be adopted, but such ordinary signification will often depend upon the other terms of the contract in which the clause to be construed is found.

[*To be continued.*]

RECENT DECISIONS.

EQUITY.

UNREGISTERED COMPANIES—NATURE OF LIABILITY OF CONTRIBUTORIES.

Re Muggeridge, M.R., 18 W. R. 963.

It was decided in this case that calls made in the liquidation of an unregistered company, where the same is being wound up under the Companies Act, 1862, are in the nature of a specialty debt. The liability of any person to contribute to the assets of a company under the Act of 1862 constitutes, as the reader will remember, a debt in the nature of a specialty (section 75), and by section 199 all the provisions of the Act with respect to winding up are to apply to unregistered companies, as defined by the same section. Hence the decision. As the point has not been raised before we call attention to the case, though the distinction between specialty and simple contract debts is growing daily of less importance, since the abolition of the distinction as to priority of payment in the case of persons dying on or after January 1, 1870, by the Act 32 & 33 Vict. c. 46.

COMMON LAW.

MARINE INSURANCE—SUING AND LABOURING CLAUSE.

Lee v. *The Southern Insurance Company*, C.P., 18 W. R. 863.

This decision may be usefully compared with *Cory* v. *Thames Ironworks &c. Company* (16 W. R. 456), which seems to have been decided upon a very similar principle. In *Cory* v. *Thames Ironworks &c. Company* the plaintiff ordered a chattel of the defendants. The plaintiff intended to use it for a very special purpose, which was not known to the defendants, who supposed that it was to be used for a more obvious purpose. The defendants broke their contract, and did not deliver the chattel. The plaintiff in fact suffered damage in consequence of not having the chattel for the intended purpose, to an extent greater than would have been caused if he had only intended to use the chattel for the more obvious purpose. It was held that the plaintiff was entitled to recover an amount equal to the damage which he would have sustained if he had intended the chattel for the use supposed by the defendants. Of course this amount of damage could not have been recovered unless damage to that extent had actually been sustained. Damage to a greater extent had, however, been suffered, and the plaintiff was held entitled to recover for such damage up to the amount which the defendants, at the time of entering into the contract, might have supposed would be the natural result of a breach by them of the contract. A somewhat similar question arose in *Lee* v. *The Southern Insurance Company*, but in a very different way. The plaintiff insured freight with the defendants. The vessel was injured on the voyage, and had to put into a port in Wales for repair, and to land the cargo. The plaintiff forwarded the cargo by railway to Liverpool, its port of destination, at a cost of £212, and thereby earned the insured freight. The vessel was subsequently repaired within a reasonable time near where the cargo was landed, and the cargo might have been stored where landed, and subsequently re-shipped on board the plaintiff's vessel. This would have been, under all the circumstances, a reasonable course to adopt, and would have cost £70. It was held that the plaintiff was entitled

to recover, under the suing and labouring clause in the policy of insurance, £70, as that was the amount which, acting in the most reasonable way, it would have cost to earn the freight, and as he had in fact paid that amount to earn the freight; he could not recover more than the £70, because it was not reasonable that the defendants should be put to any unnecessary expense in the earning of the freight; but he was entitled to the £70, although he did not do that which would have cost the £70. Although *Cory* v. *The Thames Ironworks &c. Co.* and *Lee* v. *The Southern Insurance Company* were very dissimilar in their circumstances, the same principle appears to govern them, and they may therefore both be usefully noted as authorities upon that most difficult branch of law—the measure of damages.

"COUNTY BRIDGE"—"HUNDRED BRIDGE"—CONSTRUCTION—HIGHWAY ACT, 1835 (5 & 6 WILL. 4, c. 50), s. 5.

Reg. v. *Inhabitants of Chart and Longbridge*, Q.B., W. R. 791.

The decision in this case is that the words "county bridge," "hundred bridge," have no technical meaning peculiar to the law, but simply express bridges which the county or the hundred are liable to repair respectively, and therefore that the term "county bridge" might be read as including hundred bridges. The question arose upon the construction of section 5 of the Highway Act, 1835, by which "highways" are defined to include "bridges, not being county bridges." It was held that "highways" under this definition did not include hundred bridges because hundred bridges were included in the words "county bridges." In some statutes a distinction has been drawn between hundred and county bridges, but that is caused by the fact that the former are repaired by hundreds and the latter by counties, and those statutes deal with the machinery for keeping such bridges in repair. The phrases "county bridge" and "hundred bridge" have no distinct legal signification.

EVIDENCE—PRIVILEGE OF WITNESS—WITNESS IMPROPERLY COMPELLED TO ANSWER.

Reg. v. *Kinglake*, Q.B., 18 W. R. 805.

At the trial of a criminal information for bribery and conspiracy to bribe at an election, a witness was called who refused to answer, on the ground that his answer would tend to criminate himself. He had received a pardon for the acts as to which he was questioned, and was therefore not in danger of being indicted, but he said he was liable to actions for penalties under 17 & 18 Vict. c. 102, by which private persons may sue anyone who has been guilty of bribery at elections and recover a specified penalty. The witness stated that he was advised that the pardon would not protect him against these actions. Hannen, J., at the trial ruled that the witness must answer and the witness accordingly answered. The defendant was convicted and the witness's evidence was material to the conviction. The defendant moved for a new trial on the ground that this evidence was not admissible. The rule was refused on the broad ground that, even assuming that the witness was privileged from answering the questions objected to, and that therefore the evidence was improperly obtained as against the witness, the defendant had no cause to complain. The privilege was that of the witness, not of the jury. If the witness chose to waive his privilege, and voluntarily to give evidence, the defendant would clearly have had no right to complain, and the Court thought the result must be the same as against the defendant if the witness had been improperly compelled to answer. An opinion was also given on another point of law. The assumption on which the decision was based, viz., that the witness had improperly been compelled to give evidence, was the view most favourable to the defendant. Both Cockburn, C.J., and Blackburn, J., thought, however, although they did not so decide, as it was not necessary to decide the point, that the witness was bound to answer under the circumstances, and that his evidence had not been received improperly. 17 & 18 Vict. c. 102, by section 2, renders persons guilty of bribery liable to a penalty, which may be recovered by action by any person. The first question was whether a witness is privileged from answering criminal questions where there is no ordinary criminal liability, but only a liability to a penal action. On this general question both the learned judges expressed some doubt, and gave no opinion one way or the other. Section 35, however, of this statute provides that on the trial of actions under section 2 for penalties for bribery, the parties shall be competent and compellable to give evidence as in other actions. Cockburn, C.J., and Blackburn, J., were both of opinion, without deciding the broad question as to privilege from answering questions which might expose to other penal actions, that a witness was not privileged from answering questions which might expose him to penal actions under this statute. As in the action itself for the penalty, the defendant might be compelled to give evidence, there was no privilege to refuse to answer in other proceedings. It would seem therefore that if the accused in criminal proceedings should ever be deemed competent and compellable to give evidence in such proceedings, the prineiple would put an end to the whole theory of privilege against answering criminating questions. At present, however, this opinion of Cockburn, C.J., and Blackburn, J., has only the authority of a dictum, and not of a decision.

BANKRUPTCY.

STAYING LEGAL PROCEEDINGS—EXEMPTION OF GOODS FROM DISTRESS.

Ex parte Russell; Re Russell, C.J. Bkcy., 18 W. R. 783.
Ex parte Croft; Re Lawrance, C.J. Bkcy., 18 W. R. 786.
Re Jordan, C.J. Bkcy. 863.

The 13th section of the Bankruptcy Act, 1869, gives power to a court of bankruptcy, at any time after the presentation of a petition, to "restrain further proceedings in *any action, suit, execution, or other legal process against the debtor in respect of any debt provable in bankruptcy*." Section 125 applies generally all the provisions of the Act to the case of liquidation by arrangement, making the appointment of a trustee in the liquidation equivalent to adjudication in bankruptcy. Rule 260, having reference to liquidation by arrangement, goes a good deal further, and is a little more explicit than the Act, for it says that the Court may exercise its power to stay proceedings at any time after petition; and it speaks expressly of "process against the debtor *or his estate*."

The question has arisen in several cases, What is a legal process within the meaning of the Act and rules? and it is of great importance to watch the interpretation put upon such sections of the Act in these early days of its working, for the first few decisions under an Act generally give the key-note to future decisions; and the success or failure of many statutes, particularly those relating to bankruptcy, depends very largely upon the spirit in which they are construed. There can be no doubt, for instance, that a good deal of the opprobrium which has fallen upon the Act of 1861 is mainly due to the unfriendly and even bitter spirit in which it was dealt with by the common law judges during the first two or three years of its existence. It is therefore, as we have said, very important to observe in what spirit—a liberal or a captious spirit—the critical sections of the new Act are being dealt with. Now a sufficient number of the Chief Judge's decisions are by this time before us to enable us to form a pretty fair judgment upon this matter; and anyone who reads those decisions with care can hardly fail to discern, and, discerning it, can hardly fail to approve, an inclination on the part of the learned judge to give the widest possible interpretation to the

words of the Act, so as to embrace, as far as may be, all cases fairly within the spirit of its provisions.

In *Ex parte Russell* it was held to be quite clear that a distress for rent is a legal process such as the Court may restrain. In the same case it was also decided that, under section 72, which gives the Court power "to decide all questions of priorities and all other questions whatsoever, whether of law or fact, arising in any case of bankruptcy, or which the Court may deem it expedient or necessary to decide for the purpose of doing complete justice or making a complete distribution of property in any such case," the Court has jurisdiction to try the title to goods distrained as between the landlord and the trustee in bankruptcy or under a liquidation.

In *Re Jordan* the Vice-Chancellor held that an ejectment brought by a mortgagee against a mortgagor to recover the mortgaged premises was a "legal process in respect of a debt" (the mortgage debt) "proveable"; a decision which seems to us right, though a few years ago the contrary would, we think, have been very apt to be held.

On the other hand, *Ex parte Croft* decides that where a mortgagee has sold under a power of sale contained in the mortgage deed, even though he may not yet have received the whole of the purchase-money, there is no longer any proceeding pending, and nothing that the Court can restrain.

In *Ex parte Russell* another point arose of very great general importance, as to which the decision actually arrived at by the learned judge, though it is not without some support from the authorities, is, we think, very much to be regretted. The bankrupt in that case carried on business as a wine warehouseman, and the business consisted of receiving wine either in cask or in bottles, and properly storing and warehousing it. In the course of his business he had upon his premises certain wines, the property of wine merchants, which he had received for the purpose simply of bottling them, and returning them forthwith to their owner, and others which he had received for the purpose of bottling and warehousing them, or of warehousing them simply. It had to be determined whether these wines were or were not liable to be distrained for rent due in respect of the premises upon which they lay. And the learned judge decided that the wines sent merely to be bottled and returned were privileged from distress, but that those warehoused were not.

This is a decision to the effect that wines stored with a wine warehouseman are liable to be distrained by the landlord of the warehouse for rent. This decision must be based either upon the general proposition that goods entrusted to a warehouseman in the course of his business, are liable to distress; or upon the ground that wine warehousemen differ in this respect from other warehousemen. If the latter view be the true one, and there are passages in the judgment which seem to favour it, it is one which requires, in our judgment, stronger reasons to support it than any to be found in the judgment. If the first alternative be that which the learned judge adopted, and if we rightly understand his judgment it is so, then so very important a decision, and one so entirely in conflict with ordinary ideas and ordinary practice, cannot be too widely known.

Many exceptions, it is well known, have always existed to the landlord's right to distrain all chattels found upon the demised premises. One of these exceptions has always been that which is briefly, if not very exactly, expressed by Chief Baron Gilbert, when he says, "Things sent to public places of trade, as cloth in a tailor's shop, yarn to a weaver's, a horse in a smith's forge, and the like, are not distrainable." In the leading case of *Simpson* v. *Hartopp* (Will. 512) the things so excepted were thus expressed—"Things delivered to a person exercising a public trade, to be carried, wrought, worked up, or managed in the way of his trade or employ." And this has been the accepted formula ever since, the dispute in each subsequent case being whether the particular goods in question fell within its terms. There never was any doubt that if goods were entrusted to the tenant of the premises to have anything done to them by his labour or skill they were exempt from distress. It was early settled that goods entrusted to a factor for sale were equally privileged (*Gilman* v. *Alton*, 3 B. & B. 75). In *Thompson* v. *Roshiter* (1 Bing. 283), the same was decided of goods entrusted to a wharfinger for safe custody; and, in *Mathias* v. *Mesnard*, of goods similarly entrusted to a warehouseman or granary keeper. So in *Muspratt* v. *Gregory* (1 M. & W. 633, 3rd ed.), in which it was held that a barge sent by its owners to a salt mine to be filled with salt and left there for some time, was liable to distress, it was so decided on the express ground that it was no necessary part of the mine owner's trade to take charge of other people's barges; and it was treated as clear law that goods deposited with a wharfinger, whose business is to receive other people's goods, were exempt from distress (1 M. & W. 660, 3rd ed.) So, too, in *Swire* v. *Leach* the judges of the Common Pleas treat it as beyond all doubt that goods in the hands of a "wharfinger, factor, or warehouse-keeper cannot be distrained." And they carry out the analogy by holding that pledges in the hands of a pawnbroker are likewise exempt from distress. This last case, strangely enough, does not seem to have been cited upon the argument of *Ex parte Russell*. The learned judge, however, has departed from all these authorities, and has preferred to follow certain dicta of Chief Justice Wilde in *Parsons* v. *Gingell* (4 C. B. 545). What was actually decided in that case was that horses or carriages standing at livery with a livery stable-keeper were liable to distress. And, however difficult, if not impossible, it may be to reconcile that decision in point of principle with the other authorities, the Chief Judge would probably be right in following it if the same point were to come before him. But he has done more, he has overruled all the authorities which we have already cited in deference to certain very questionable dicta in that case. The Chief Justice said, during his judgment, p. 558: "The question in all these cases is, whether the goods are placed in the hands of the tenant merely with the intent that they shall remain upon the premises, or with a view of having labour or skill bestowed upon them." As to this we can only say that it is not in accordance with the older modes of stating the law; and it is wholly inconsistent with the law as settled in the case of innkeepers, of wharfingers, and of pawnbrokers. The Chief Judge has, however, followed this dictum by drawing a distinction between the cases of wines sent to be bottled and wines sent to be warehoused. Secondly, in the same case Chief Justice Wilde pointed out what is true, that in *Thompson* v. *Roshiter*, and *Mathias* v. *Mesnard*, the goods in question had been consigned by their owner to a factor, and warehoused by the factor, not the owner, and added—"Corn sent by the owner to a granary keeper, to be kept for him, would not, I apprehend, be within the exception." The distinction, however, between goods warehoused by their owner and goods warehoused by his factor is one for which no rational ground can be assigned; it was expressly repudiated by the Court of Common Pleas in *Thompson* v. *Roshiter*; it has never been supported in any subsequent case; and it is wholly inconsistent with *Swire* v. *Leach*. The Chief Judge, however, cites the dictum with approval, and makes it the ground of his decision.

For the reason which we have given we think the Chief Judge was wrong if he intended to decide generally that goods entrusted to a warehouseman for safe custody are liable to be distrained by the landlord of the warehouse. But there is a passage in the Chief Judge's judgment tending to show that he may have meant to draw a distinction in the case of wine warehousemen. He says—"It cannot reasonably be said that the depositing wine in another person's cellar is an incident to the trade carried on by the owner of the wine. There is nothing in the nature of his trade which renders it necessary, nor (as far as I know or have any

reason from the evidence to believe) is it at all common that he should have a foreign place for depositing the commodity in which he deals." The answer is plain. The trade of the owner of the wine has nothing to do with the question; the trade of the tenant of the premises is the only point to be looked to. If I send my cloth to be made into a coat, or my horse to be shod, their liability to distress does not depend on my trade but on the trade of the tailor or the farrier. This principle is too clear to need authority; but it is plainly pointed out by Parke, B., in *Joule* v. *Jackson* (7 M. & W. 450, 452). It follows that if it be, as it clearly is, a necessary incident of a wine warehouseman's business to receive wine for safe keeping, he is in the same position as any other warehouseman or wharfinger.

COURTS.

JUDGES' CHAMBERS.

(Before Mr. Justice Willes.)

Aug. 23.—*The new Act on absconding debtors.*

An application was made for a writ to arrest a debtor about to abscond, and the new Act to facilitate the arrest of absconding debtors (33 & 34 Vict. c. 76) was produced.

Willes, J., read the following provision:—"The Court may, by warrant addressed to any constable or prescribed officer of the court, cause a debtor to be arrested and safely kept as prescribed until such time as the Court may order, if, after a debtor's summons has been granted in the manner prescribed by the said Act, and before a petition of bankruptcy can be presented against him, it appear to the Court that there is probable reason for believing that he is about to go abroad with the view of avoiding payment of the debt for which the summons has been granted, or of avoiding service of a petition in bankruptcy, or of avoiding appearing to such petition, or of avoiding examination in respect of his affairs, or otherwise avoiding, delaying, or embarrassing proceedings in bankruptcy; provided always that nothing herein contained shall be construed, to alter, or qualify the right of the debtor to apply to the Court in the prescribed manner to dismiss the said summons as in the said Act is provided, or to pay, secure, or compound for the said debt within the time by the said Act provided, without being deemed to have committed an act of bankruptcy; and provided also that upon any such payment or composition being made or such security offered as the Court shall think reasonable, the said debtor shall be discharged out of custody, unless the Court shall otherwise order."

His Lordship said the Court in the section he had read meant the Court of Bankruptcy, and he had no power to interfere.

COUNTY COURTS.

Lambeth.

(Before R. J. Cust, Esq., Deputy-Judge.)

Aug. 23.—*Pelgrave* v. *Clear.*

Wages of domestic servants.

The notice necessary during the first month of service held to be the same as at any subsequent period.

This was a claim by a domestic servant for a month's wages. The plaintiff stated that she went into the service on the 7th of June at the wages of £10 a-year. Nothing was said about how the agreement was to be terminated, but she had always understood that during the first fortnight either party was at liberty to give notice to terminate the service at the end of the month. Accordingly, not liking the place, she gave notice on the 19th of June, of her intention to leave on the 7th July, and left accordingly, when her wages were refused on the ground that she ought to have given a month's notice which would have expired on the 19th of July. In cross-examination she had stayed till plaintiff admitted that she had received a month's notice to leave, but that was given her at the time she gave notice on the 19th of June, she insisted at the time that she had a right to give a fortnight's notice, and refused to accept the month's notice.

Mr. Mayhew for the defendant said he might accept the facts as stated by the plaintiff, but as she had on her own shewing broken her contract, she was not entitled to recover. She had given only a fortnight's notice, and was told at the time she must stay a month; she had not done so, and was therefore not entitled to any wages.

Mr. Cust said he was not aware of any rule of law which made the first month different from any other month. He thought that as soon as the contract of service was made, it came into full force, and each party was immediately entitled to a month's notice. The plaintiff had not complied with that rule, and had consequently broken her contract. The judgment must be for the defendant.

Wandsworth.

(Before H. J. Stonor, Esq., Judge.)

Aug. 16.—*Re James Brown's Liquidation.*

This was an application to commit the Sheriff of Surrey and his officer, Mr. Keene, for not obeying an order of this Court, in not paying over to the trustee all moneys he had received since the appointment of a receiver.

Mr. Seymour Salaman appeared for the trustee.

Mr. Ody for the sheriff and his officer, Mr. Keene. Personal service not having been, however, effected on the sheriff, no order, therefore, was asked against him.

It appeared that the Sheriff of Surrey and his officer, had been in possession of the bankrupt's property at the Eagle Tavern, York-road, Battersea, on different executions ever since February last, and remained in possession (notwithstanding the appointment of a receiver, who also took possession of the bankrupt's property in May last) until July 12, after the service of an order of this Court directing him to withdraw; and the point really in dispute was whether he was entitled to possession money from February last. He was willing to hand over to the trustee the balance of moneys received by the sheriff, the amount having been agreed upon by the trustee, if his expenses were deducted, and this the trustee refused to allow, as the sheriff had had notice that he had been appointed receiver since May last, and had remained in possession by agreement with the bankrupt previously at his own risk.

For the trustee it was urged that the sheriff's officer, and the bankrupt had been in collusion, and that he should not be allowed his expenses as no sale ever took place of the bankrupt's property, and that having been in possession six months was entirely at his risk and he could not now deduct them from the moneys in his hands, which formed part of the estate of the bankrupt. The sheriff's officer had refused to allow the trustee to receive the takings at the bar, and as he might have refused permission for any of the goods to be sold it was thought, under the circumstances, the best plan that he should receive the takings and account to the trustee. The latter checked the accounts every day.

His Honour upon this statement intimated that the trustee had thereby made the sheriff's officer his agent, and he was inclined, therefore, to allow his expenses.

Mr. Salaman again urged that the trustee had done all in his power to obtain possession of the property of the bankrupt, and that if he had insisted upon receiving the takings at the bar the sheriff would not have allowed the goods to be sold, and thereby the house would have been obliged to have been shut up, and he impressed upon the judge that as the trustee was appointed by this Court to take possession, and the sheriff had notice of the fact, he should, when requested, have retired.

Mr. Ody stated that these appointments and injunctions under the new Bankruptcy Act were a source of great difficulty to the sheriff, as in case he had retired as suggested and nothing had come of the bankruptcy, he would have been liable to actions by the several judgment creditors.

His Honour stated the proper course under such circumstances was for the trustee to have applied to this Court for an order for the sheriff to withdraw, and the receiver of the Court would then be in possession of the bankrupt's property, provision being made that in the event of no bankruptcy following the sheriff should be reinstated in his position by the receiver, before any order discharging him be made; and he thought that he was entitled to his possession money from the date of the bankruptcy up to the order directing him to withdraw, as he clearly had been the agent of the trustee; and with respect to the expenses from February last, as it appeared it had been for the benefit of the estate, and no evidence of fraud had been tendered by the trustee, and the amount might be small, he should allow that also.

Mr. Ody thereupon stated that his client would give the trustee a cheque for the balance at once, and therefore no order would be required.

DARTFORD.

(Before J. LONSDALE, Esq., Judge.)

Aug. 17.—*March* v. *Middlewood.*

Tenant's right to deduct property tax—Proof of payment indispensable as against landlord's claim for rent.

This was an action brought by the plaintiff, a Nonconformist minister, for £20 12s. 6d., quarter's rent, and arrears of property tax, on premises situate at Erith, lately occupied by the defendant. The claim, so far as regards £1 17s. 6d., was for one year's property tax, alleged by defendant to have been paid by him, and deducted from the rent. Money was paid into court, with the exception of the £1 17s. 6d. It was admitted by the defendant's solicitor that this amount represented a year's property tax.

Mr. C. R. Gibson, Dartford, for the plaintiff.

Mr. F. Bacon Grey, for the defendant.

The defendant put in evidence a receipt for a former quarter's rent, to prove that the plaintiff was in the habit of allowing the deduction of the tax. After some remarks from the learned judge,

Grey said he would contend for one quarter's tax only.

No evidence was given of payment of this tax by Middlewood, it being urged that there was presumption of payment, and the production of the receipt could not be enforced.

Gibson argued *contra*, that if the defendant had paid the property tax he must put in evidence the receipt, and in the absence of that, *prima facie* his client was entitled to the entire rent.

His HONOUR said the defendant must at least give proof of payment of the tax in order to be entitled to deduct the amount from the rent, and that, without such proof, the plaintiff was entitled to a verdict for the whole amount.

Verdict for the plaintiff, with costs.

APPOINTMENTS.

Mr. JOSEPH MARTIN, solicitor, of Pershore, Worcestershire, has been appointed by the Lord Chancellor, on the nomination of Dr. Marsh (coroner of the southern division of Worcestershire), to be Deputy Coroner. Mr. Martin was certificated as a solicitor in Easter Term, 1866, and is also Deputy Clerk to the Pershore Bench of Magistrates, who testified to his fitness and ability to discharge the duties of the office to which he has now been appointed.

Mr. JOHN HOUCHEN, solicitor, of Thetford, Norfolk, has been appointed (by Mr. W. H. Cooke, Q.C., Judge of the Norfolk County Courts), to be Registrar of the Thetford Court, in succession to the late Mr. R. E. Clarke, deceased. Mr. Houchen has also been appointed, by the Town Council of Thetford, to be Deputy Town Clerk, *pro. tem.*, until a Town Clerk is appointed in the place of Mr. Clarke. The new registrar wass admitted an attorney in Easter Term, 1839.

Mr. WILLIAM HAZLITT, senior registrar of the Court of Bankruptcy, has been appointed Chief Registrar of that Court, in the place of Mr. J. F. Miller, who has retired, after twenty years' service, on his full allowance of £300 per annum.

GENERAL CORRESPONDENCE.

LANDLORD AND TENANT—DISTRESS.

Sir,—Can one of your subscribers give an answer to the following question?

A lessee makes default in payment of his rent; the landlord sues the lessee in an action of debt for the rent due, upon which the lessee files his petition for arrangement or composition under the Bankruptcy Act, 1869, and a composition of five shillings in the pound is accepted by the creditors; the landlord of course not being one of the assenting creditors. There is no sufficient distress on the premises. Can the landlord commence an action of ejectment against the lessee on the ground of non-payment of rent? It is assumed the landlord's action of debt is restrained by injunction under the Act of 1869. A.B.C.

24, Bucklersbury, Aug. 20.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

UNITED STATES SUPREME COURT.

Eliza Walker, Appellant; v. *Joseph S. Beal and Alexander S. Wheeler, Executors of William J. Walker, Deceased.*

Appeal from the Circuit Court of the United States for the district of Massachusetts.

DAVIS, J., delivered the opinion of the Court.—This is a bill in equity to charge the estate of Dr. William J. Walker, in the hands of his executors, with a trust in favour of his widow. The Court below found that the trust existed and was valid, and this appeal seeks to review that decision as erroneous. A short history of the facts of the case, on which it is claimed the alleged trust is founded, is necessary in order to a clear understanding of the legal points of difference between the parties. In the month of September, 1845, Dr. Walker, a citizen of Charlestown, Massachusetts, without cause compelled his wife and two of their children to leave his house. Before this time he had treated his wife with great harshness and cruelty, proceeding so far as to inflict personal violence on her. This conduct entitled the wife, by the laws of Massachusetts, to a decree of divorce from bed and board, and for a proper allowance of alimony; and with a view to obtain these, she applied to counsel to take legal proceedings against her husband. On learning this Dr. Walker sought the advice of his friend, Uriel Crocker, and wished him to confer with a lawyer on the subject. This friendly service was performed by Mr. Crocker, and the conference resulted in recommending the husband to settle on his wife 50,000 dols., and that articles of separation between them be executed. It was considered the sum agreed on was a suitable settlement under the circumstances, as the greater part of it had been obtained by the husband from the estate of the wife's father, and as he was without this a person of large fortune.

The parties adopted the recommendation of Mr. Crocker and his conferee, and on that basis the articles of separation were drawn and executed. By these articles Dr. Walker transferred to trustees, in trust for his wife, the agreed amount of property, and directed the income to be paid to her during her life. This transfer was, however, on the express condition that Mrs. Walker should release her possibility of dower, when asked to do so, to all the real estate he should sell during his lifetime, and if she survived him, that she should release her right of dower to his entire estate. The trustees covenanted to indemnify the husband from all payment of alimony thereafter, and the deed contained a stipulation that if the parties should afterwards come together the trust should remain, and be executed in like manner, as if they should live separate. The parties continued to live apart, after the execution of these articles, until the month of April, 1846, when Mrs. Walker returned to her husband at his request, and lived with him until June, 1860, when she abandoned his house on account of his cruel treatment of herself and daughters, and remained away from him during the residue of his life. The main controversy in this case grows out of transactions which occurred after Mrs. Walker returned to her husband's house, and before her final separation from him. It is claimed on behalf of the complainant, that while living with her husband he took from her the income secured by the deed of trust, and which was her separate estate, under an express agreement to invest it for her use, and that he made himself her trustee for that purpose. Having failed to comply with his agreement, his executors are asked to account.

In this condition of the record two principal questions are presented for consideration:

1st. Is the trust created by the articles of separation in this case valid, and will a court of equity enforce it?

2ndly. Can a husband be a trustee for his wife? and if so, did Dr. Walker constitute himself such a trustee or not?

It is contended that deeds of separation between husband and wife cannot be upheld, because it is against public policy to allow parties sustaining that relation to vary their duties and responsibilities by entering into an agreement which contemplates a partial dissolution of the marriage contract. If the question were before us, unaffected by decision, it would present difficulties, for it cannot be doubted that there are serious objections to voluntary separations between married persons. But contracts of this nature for the separate maintenance of the wife, through the intervention of a trustee, have received

the sanction of the courts in England and in this country for so long a period of time that the law on the subject must be considered as settled (*Compton* v. *Collison*, 2 Brown's C. C. 377; *Worrall* v. *Jacob*, 3 Merevale, 266; *Lee* v. *Thurlow*, 2 B. & C. 546; *Webster* v. *Webster*, 1 Smale & Gef. 489, 23 Eng. L. & E. 216, 4 De G. M. & G. 489, 17 Eng. L. & E. 278; *Runole* v. *Gould*, 8 El. & Bl. 457; *Carson* v. *Murray*, 3 Paige, 483; *Nichols* v. *Palmer*, 5 Day, 47; *Hutton* v. *Day*, 3 Barr, 100; *Battle* v. *Wilson*, 14 Ohio, 257; *Chapman* v. *Grey*, 8 Geo. 341; *Reed* v. *Beazley*, 1 Blackford, 97; *Wells* v. *Stout*, 9 California, 494; *Dellinger's Appeal*, 35 Pa. 357; *Gaines* v. *Poor*, 3 Metcalf, Ky. 503; *Hunt* v. *Hunt*, judgment by Lord Westbury in 5 Law Times Rep. 778).

It is true that different judges, in discussing the question, have struggled against maintaining the principle; but while doing so they have not felt themselves at liberty to disregard it, on account of the great weight of authority with which it was supported, and have, therefore, uniformly adhered to it. It is unnecessary to consider whether the extent to which the doctrine has been carried meets our approbation, nor are we required to discuss the subject in any aspect which this case does not present. It is enough for the purposes of this suit to say that a covenant by the husband for the maintenance of the wife, contained in a deed of separation between them, through the medium of trustees, where the consideration is apparent, is valid and will be enforced in equity, if it appears that the deed was not made in contemplation of a future possible separation, but in respect to one which was to occur immediately, or for the continuance of one that had already taken place. And this is especially true if the separation was occasioned by the misconduct of the husband, and the provision for the wife's support was reasonable under the circumstances, and no more than a Court, before which she was entitled to carry her grievances, would have decreed to her as alimony. In this state of the law on the subject it is clear the deed of settlement in controversy was unobjectionable. It is equally clear that the separation accomplished by it was the best thing for the parties at the time, and that it ultimately led to a re-union which lasted over fourteen years. The evidence shows that the bad conduct of Dr. Walker to his wife justified her in leaving him, and entitled her to a legal separation at the hands of a Court, with alimony in proportion to the value of his estate. For many reasons, which are apparent without stating them, it was desirable, if possible, to avoid a judicial investigation, and accordingly, negotiations to this end were commenced on the part of the husband, which resulted in securing to the wife a suitable provision for her support. This settlement was made by him, and accepted by her, not only in lieu of alimony, which she could have obtained, but also in place of dower; and the covenant of the trustees against any future claim of alimony, and their agreement that the wife's debts should be paid out of the property conveyed to them, furnished the security to the husband for the permanent arrangement contemplated by the parties. If we consider that the value of the property transferred to the trustees for the benefit of the wife was but little more than the husband received in her right from her father's estate, and that, at the time, he was worth between three and four hundred thousand dollars, it would seem the provision for the wife's maintenance was less than she had a right to demand and ought to have received. If the law authorises a wife to leave her husband on account of cruel treatment, and to get from him a competent support, it cannot withhold its sanction to the articles of separation concluded between these parties under the circumstances disclosed by the evidence in this case. It is insisted the obligation of the trust was discharged when the wife returned to her husband's house, but this is a mistaken view of the effect of the instrument. It was the intention of the parties that the arrangement should be permanent, and to accomplish that purpose the agreement was framed so that the wife should enjoy her separate estate during life, although she should subsequently become reconciled to her husband, and cohabit with him. We can see no valid objection to such a provision, and it is certainly supported by authority (*Wilson* v. *Mushett*, 3 B. & A. 742; Bell on Husband and Wife, 525—541). The husband had a right to make a settlement upon his wife without any view to separation, and the insertion of this provision shows that he did not intend the settlement to cease on the return of the wife to cohabitation. There is no good reason why effect should not be given to the intention of the parties on the subject. If, on grounds of public policy, it is desirable that the parties should be reconciled, whatever tends to promote such a result will receive the favourable consideration of a court of equity. Without this provision there was no inducement for Mrs. Walker to return to her husband; with it she could try to live with him again, and if his previous bad treatment was repeated she was fortified against the contingency of being turned away another time penniless. There was nothing in his previous conduct to inspire her with confidence in his subsequent good behaviour, and but for the fact that the means of support were secured to her in case her life became intolerable with him, it is reasonable to infer that she would never have ventured to cohabit with him after the separation. It is clear, then, that this trust was operative during the life of the wife, and that a court of equity will enforce it.

The next inquiry relates to transactions which occurred after the wife returned to her husband at his request, and on which the claim for relief in this case is based. That a husband may be a trustee for his wife, and can be compelled in equity to account for any money or property belonging to her which he has received, in the same manner that a stranger would be held to account, is a doctrine so well settled that it hardly requires a citation of authorities to sustain it (2 Kent's Com. 163, and cases cited; 2 Story's Eq. s. 1380; *Never* v. *Scott*, 9 Howard, 212; *Woodward* v. *Woodward*, 8 L. T. N. S. 749; *Grant* v. *Grant*, 12 L. T. N. S. 721).

It makes no difference whether the property which he has received was settled by him upon his wife, or came to her through other sources. If the property was his own separate and exclusive estate and he has agreed to become her trustee respecting it, his liability attaches, and he will be charged with the trust. The property settled upon Mrs. Walker by the articles of separation was her separate estate, and to be enjoyed by her in the same manner as if it had been conveyed to trustees for her benefit, by settlement before marriage. The income secured to her was not suspended by her returning to live with her husband, on his solicitation, nor had he any right to retain it by way of set-off against the expense of her living. If for any cause he desired the state of separation to cease, and invited his wife to return, it was his duty, as it should have been his pleasure, out of his abundant means, to have given her a decent support. What then is the evidence touching the question whether Dr. Walker constituted himself the trustee for his wife in respect to the income derived from her separate estate? In September, 1846, when the first payment was due under the deed of trust, Dr. Walker went to Mr. Crocker, the managing trustee, with an order for the money from his wife, who was then living with him, and stated that she had agreed that he should invest the amount for her, with the sum of one thousand dollars previously paid to her at Crocker's request.

On the occasion of the second payment, which was made to the wife in person, as were all the rest, Miss Emily Walker testifies that her father wished her mother to give him the money unconditionally, as she had no need of it, but the request was declined. The subject was discussed between the parties for several days, and finally Mrs. Walker surrendered the cheques for the money, on the promise of her husband to invest them for her at the time he received them. The same discussion ensued when the next payment was made, and the same struggle occurred on the part of the husband to get the money from the wife without any promise, and with the same result—his agreement to invest it for her. The discussion and struggle were renewed on the occasion of the receipt by the wife of the third payment, and was ended by the husband promising the wife to invest the cheque then on hand and all future cheques he should receive from her for her benefit. After this there was quiet in the family, and Mrs. Walker, relying on the faith of her husband's promise, paid to him, while she remained in his house, the successive cheques as they were received from the trustee. In 1855 Dr. Walker was very ill, and in taking a retrospect of his past life the neglect to invest the money he had received from his wife affected his conscience and troubled him a great deal, as was natural under the circumstances. He said it ought to have been done; it was her money and all she had; but the difficulty had been to find a safe investment.

At another time he desired Crocker to go to his house and pay his wife the money which was then due, as he had a good chance to invest it, having previously requested him to

defer the payment on account of his apprehension that she would be unwilling to have it invested for her, as he wished to do. But it is unnecessary to pursue this investigation further, for the evidence is clear and uncontradicted that Dr. Walker received the rents and incomes of his wife's estate, *from her*, on the condition to which he agreed, that he would invest them for her benefit as they were received, and this agreement imposed on him the character of a trustee as to this property. To hold otherwise would be to sanction the grossest fraud. It is not necessary to create the trust that the husband should use any particular form of words, nor need those words be in writing. All that is required is that language should have been employed equivalent to a declaration of trust. That the words which Dr. Walker used constituted him the trustee of his wife, cannot admit of controversy. An attempt is made to discredit the principal witness, by whom the important facts of the case are proved, but it has wholly failed. Her narrative of the occurrences which led to the separation, and of the transactions out of which the trust arises, is intelligently given, does not vary on cross-examination, and bears the impress of truth.

It is insisted that this suit should have been brought in Rhode Island, because Dr. Walker had his domicile in that State when he died, and his will is proved there. But the will was also proved in Massuchusetts, where ancillary administration was obtained; and if, as is conceded in such a case, the assets received and inventoried by the executors there are liable to the claims of the citizens of Massachusetts, the citizens of other States will be placed on the same footing in this respect, in the federal courts sitting in Massachusetts, where there is no suggestion of insolvency. The circuit courts of the United States, with full equity powers, have jurisdiction over executors and administrators, where the parties are citizens of different States, and will enforce the same rules in the adjustment of claims against them that the local courts administer in favour of their own citizens (*Greene's Admr.* v. *Creighton*, 23 Howard, 90; *Harvey* v. *Richards*, 1 Mason, 381).

It is urged that Mrs. Walker is estopped from setting up this claim because she was a party to the indenture of compromise. But if so, she was only a formal party to it, received nothing under it, and was not concerned with the residue of the estate, which it proposed to adjust only after the debts, legacies, and liabilities were paid. Having done nothing to conceal her claim, nor imposed upon the parties to the compromise respecting it, she cannot be considered as having waived her right to prosecute it.

But if this defence is overruled, it is nevertheless contended that Mrs. Walker, by accepting the provisions of her husband's will, waived her right to institute this suit; but this is giving an effect to the acceptance not warranted by the terms of the will, or anything connected with the case. Dr. Walker in his will saw fit to make a limited provision for his wife, and to declare that it was to be received, with the income under the trust deed, in full satisfaction of dower in his estate. Nothing is said about the other trust under which he received the separate property of his wife to be invested, and it is hard to see how his estate can be released from accounting for it, or the status of the complainant affected, because she consents to take under the will what is given her in satisfaction of dower.

It is objected that the executors are not liable to this suit because it was commenced within one year after they gave bonds for the discharge of their trust (see Gen. Stat. of Mass. c. 97, s. 16). But this defence is not now open to the respondents. To have availed themselves of it, it was necessary that it should have been presented at the earliest stage of the proceedings. In not doing so, they will be considered as having waived their right to insist that the suit was brought too soon.

The remaining questions in this case relate to the exceptions of the parties to the master's report. In dealing with these exceptions, it seems to us that all we are required to notice is embraced in three different points of inquiry:

First. Did the master err in allowing Dr. Walker 2,400 dols. as a second deduction from the income of the trust property?

Secondly. Should the interest charged against the trustee be compounded annually, or semi-annually?

Thirdly. Was the trustee entitled to any compensation for his services?

The solution of the first inquiry depends on the effect to be given exhibit B. attached to the bill in this case, which is a receipt or memorandum signed by the complainant, bearing date March 27, 1847. The complainant insists in the adjustment of the account the master mistook the effect of the instrument, and that he should have allowed as a credit against her 1,500 dols. instead of 2,400 dols. It is not easy, after this lapse of time, to tell the exact basis on which the accounts should be settled with reference to this receipt. It was a memorandum made when the parties were living in harmony, and after Dr. Walker had undertaken to invest for his wife the first cheque delivered to him by her, and after her purpose was manifest that the entire income of her estate should be invested to provide against the contingencies of the future. And yet this memorandum shows that she so far modified this purpose as to authorise her husband to give for her 1,200 dols. to each of her two sons, and expressed the intention of making an equal donation to her other children. The matter was probably adjusted between the parties, and, although there is no proof on the subject, the circuit court, doubtless, in approving this part of the master's report, acted on the idea that by long acquiescence it should be treated as having been settled. We cannot say that this view of the subject is wrong, and the exception is therefore overruled.

Secondly. The next exception relates to the manner of computing interest. That Dr. Walker acted in utter disregard of his trust, is too plain for controversy. He treated the money as his own; neither kept nor rendered any account of his trust, and his conduct throughout is irreconcilable with the intention to perform his agreement. There is not a shadow of excuse for his neglect. The reason assigned for it to his daughter, when on his sick bed, that he had not been able to find safe investments for the money was the merest pretence. It could not be otherwise, as he was an intelligent man, of large wealth, and well informed on the subject of investing moneys. The condition of his estate shows that he had abundant opportunities for profitable investment on his own account; and if so, how can it truthfully be said he could not find safe investments for the small sums in his hands belonging to his wife? A court of equity, the especial guardian of trusts, will not tolerate excuses of this sort on the part of a trustee, for omitting to discharge his duty to his cestui que trust. There is, therefore, no hesitation in the Court to allow, in the adjustment of the trustee's account, the interest to be compounded annually. It has been argued with earnestness that this is a case of severe treatment, and that the master should have allowed semi-annual rests, but we are not at liberty to discuss the subject, as the Court are equally divided in opinion upon the question which it presents.

Thirdly. The master was wrong in allowing any compensation to the trustee for his services, and the exception taken to that part of his report is, therefore, sustained.

To hold that, in a case like this, the trustee should be allowed compensation, when he literally did nothing towards executing his trust, but on the contrary was guilty of the grossest abuses concerning it, would be a departure from correct principle.

The sustaining this exception renders a modification of the decree in the Circuit Court necessary. That court passed a decree in favour of the complainant for 81,750.85 dols. It should have been increased by the addition of 1,682.38 dols., which sum was deducted, in the account stated, for the trustee's services.

The decree of the Circuit Court is therefore modified, on the basis that the complainant, at the time it was rendered, was entitled to recover from the respondents the sum of 83,433.23 dols.

Interest will follow from the date of the decree, at the rate allowed on judgments and decrees in Massachusetts.

A portion of the legislators of Connecticut seem not to be proud of the decided pre-eminence which that state has achieved in the divorce business. An attempt was recently made in the assembly to strike out of the divorce law that part known as the "omnibus clause," which is the clause that permits divorces to be granted for "any such misconduct as permanently defeats the purposes of the marriage relation." The judiciary committee reported in favour of striking out the clause, but the House, after a lengthy discussion, declined to concur with the report. The Hartford *Post* asserts that the legal talent of the assembly was opposed to making any change.—*Albany Law Journal.*

OBITUARY.

RIGHT HON. SIR F. POLLOCK, BART.

The death of the Right Hon. Sir Frederick Pollock, Bart., who for twenty-two years was Lord Chief Baron of the Court of Exchequer, took place at Hatton, near Hounslow, Middlesex, on the 22nd of August, at the advanced age of eighty-seven years. The deceased baronet, whose family was of Scottish extraction, was a son of the late Mr. David Pollock, of Piccadilly, by the daughter of Richard Parsons, Esq., Receiver-General of Customs. He was born on the 23rd of September, 1783, and was a younger brother of the late Sir David Pollock, who died as Chief Justice of Bombay in 1847; and elder brother of Field-Marshal Sir George Pollock, G.C.B.,G.C.S.I., who took a distinguished part in the Afghan war, and still survives. Frederick Pollock was educated at St. Paul's School, and proceeded, in 1803, to Trinity College, Cambridge, where he was in the first class in every examination, and achieved the position of senior wrangler and Smith's prizeman in 1806. In the following year he was elected a fellow of Trinity College, and graduated M.A. in 1809. He was called to the bar by the Hon. Society of the Middle Temple in 1807, being the same year that he received his fellowship, and went the Northern Circuit, where he soon attained great success and a wide reputation, but was not made a King's Counsel till 1827. For many years he led the Northern Circuit, and had a most extensive business in London and Westminster, being retained in almost every cause of importance. In 1831, when the reform agitation was at its height, Mr. Pollock was returned, in the Tory interest, one of the members for Huntingdon, which constituency he continued to represent till his elevation to the bench in April, 1844. On the formation of Sir Robert Peel's first administration, in 1834, Mr. Pollock was selected for the post of Attorney-General, and received the customary honour of knighthood; and Sir Frederick was re-appointed to the same office on Sir Robert Peel's second accession to power, in September, 1841. In April, 1844, on the death of Lord Abinger, Sir Frederick Pollock was nominated to succeed him as Lord Chief Baron of Her Majesty's Court of Exchequer, and was then sworn a member of the Privy Council. Sir Frederick held his judicial office with the highest ability and credit for two and twenty years, and retired in July, 1866, on the third accession to power of Lord Derby, when he made way for the Right Hon. Sir FitzRoy Kelly, the present Lord Chief Baron. On this occasion he was offered and accepted a baronetcy (to which he was gazetted in August, 1866) and a pension, to which he was entitled by length of service.

Sir Frederick Pollock's distinguishing qualities at the bar are well described in the *Times*:—"His success was owing not so much to any showy qualities or attractive powers as a speaker, for these he never possessed, as to the extraordinary reputation for industry and general ability which had followed him from Cambridge to London, and from London to the great cities of the north, supported and confirmed as it was by the accurate and extensive legal knowledge which he displayed on every occasion on which his services were called for. Hence he had many clients from the very outset, and never knew what it was to sit waiting for a brief. His business in the courts of Westminster, always select and lucrative, grew more and more extensive, and after a successful practice of some twenty years he obtained the well-earned dignity of a silk gown, being made a King's Counsel in 1827. From this time forward his progress was still more rapid than before; for many years he engrossed the leading business of his circuit, and found himself retained in nearly every cause of importance. 'Attorneys and suitors,' says one who knew him well at this period, 'alike thought themselves safe when they had secured his services, and not unfrequently were left lamenting when they were told that their adversaries had forestalled them.'"

But it is as a judge that almost the whole of the present generation of lawyers have known Sir Frederick Pollock. The Court of Exchequer varied greatly in power and in public estimation during the long period for which Sir Frederick Pollock presided over it. In his early days, while Parke and Alderson were among his puisnes, the Court stood at least as high in the confidence of the public as any English court has ever done. In his later days the reputation of the Court and the amount of business done in it greatly declined. But it was in no sense due to the Chief Baron that so ill-assorted a team as the barons of the Exchequer pulled ill together. The peculiar characteristics of Sir Frederick Pollock as a judge never changed. The first thing that struck everyone who had seen and listened to him on the bench, was his strongly-marked individuality. Nothing that he said or did ever seemed for a moment commonplace or conventional. No one could sit in his court for half an hour without feeling that he was in the presence of a very uncommon man. He had too a wonderful command of what we may call judicial eloquence. His judgments, whether right or wrong in the result (and every judge is sometimes wrong), were works of art; they stated the premises from which he started, and the conclusions at which he arrived in their logical order. He never fell into the ordinary slipshod style of modern judges, who merely give you their ideas in the chronological order in which they happen to have passed through their own minds. His language was always well chosen and singularly accurate; his illustrations always felicitous; and his manner and delivery, even in old age, were emphatic and impressive to a very rare degree. Much of his power arose from the high moral tone that ran as an under-current through everything. There were many more learned lawyers among his contemporaries on the bench, but few abler men, and very few more useful judges.

He is succeeded in the title by his eldest son, now Sir William Frederick Pollock, one of the Masters of the Court of Exchequer, who was educated at Trinity College, Cambridge, and was called to the bar at the Inner Temple in January, 1838. A separate notice of the numerous family of the deceased baronet will be found elsewhere.

MR. J. P. WILLIAMS.

Mr. John Price Williams, barrister-at-law, died at The College, Shrewsbury, on the 14th of August, in the fifty-sixth year of his age. The late Mr. Williams was called to the bar at the Middle Temple on the 3rd of May, 1839, and formerly practiced as a conveyancer.

MR. E. S. CAMPBELL.

Mr. Edward Selby Campbell, barrister-at-law, died at Camberwell on the 17th August, at the early age of thirty-two years. The deceased gentleman was the last surviving son of the late Dr. John Campbell, of the Tabernacle, Finsbury, and was called to the bar at the Middle Temple on the 30th of April, 1868. Mr. Campbell was a member of the Parliamentary reporting staff of the *Morning Advertiser*.

MR. R. E. CLARKE.

Mr. Robert Eagle Clarke, solicitor, of Thetford, Norfolk, died at that place on the 9th of August. The late Mr. Clarke was certificated as an attorney in Hilary Term, 1842, and held the following local offices:—Town Clerk, Clerk to the Burial Board, Clerk to the Magistrates, Coroner and Registrar of the County Court. He was also clerk to the Thetford Association for the Prosecution of Felons.

Mr. Edward Jackson, solicitor, of Walsollen House, Wisbeach, the senior partner in the firm of E. F. & E. H. Jackson, has withdrawn from the partnership, which will now be carried on under the style of F. & E. Jackson.

Sir Edward Smirke, barrister-at-law, late Vice-Warden of the Stannaries Court of Devon and Cornwall, upon whom the honour of knighthood was recently conferred, is the fourth son of the late Robert Smirke, Esq., R.A., a distinguished painter, and a younger brother of the late Sir Robert J. Smirke, R.A., formerly one of the architects to the Board of Works and Public Buildings. He was born in 1796, and is therefore in his 74th year; and educated at St. John's College, Cambridge, where he graduated B.A., in 1816, and proceeded M.A. in 1820. Sir Edward was called to the bar at the Middle Temple in November, 1824, and for many years practised as a special pleader on the Western Circuit, and was for some time Recorder of Southampton; he also held successively the offices of Solicitor-General and Attorney-General to H.R.H. the Prince of Wales for his Duchy of Cornwall, which latter office he relinquished in 1854, on becoming Vice-Warden of the Court of Stannaries, which he has recently resigned. Sir Edward Smirke is a magistrate for the county of Cornwall. He married, in 1838, Harriet Amelia, youngest daughter of Mr. Thomas Neill, of Arlington House, Turnham-green, Middlesex.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 26, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 91⅝	Annuities, April, '85
Ditto for Account, Sept. 7, 91⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91⅝	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 91⅝	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 233
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 107
Ditto for Account	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '80 110½	Ditto Debentures, per Cent., April, '84 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	85
Stock	Caledonian	100	73½
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	34½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	128½
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	67
Stock	Lancashire and Yorkshire	100	130½
Stock	London, Brighton, and South Coast	100	37⅛
Stock	London, Chatham, and Dover	100	12
Stock	London and North-Western	100	127
Stock	London and South-Western	100	86
Stock	Manchester, Sheffield, and Lincoln	100	41
Stock	Metropolitan	100	64 xd
Stock	Midland	100	127
Stock	Do., Birmingham and Derby	100	97
Stock	North British	100	32½
Stock	North London	100	120
Stock	North Staffordshire	100	57
Stock	South Devon	100	47
Stock	South-Eastern	100	68½
Stock	Taff Vale	100	170

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Very great stagnation has prevailed in all markets during the past week, and for the last few days the general impression that the war is likely to be of longer duration, that had previously appeared probable, has had a most depressing effect upon prices. The funds have declined during the last two days, and in the railway market, a similar tendency is apparent. On Thursday the bank rate of discount was reduced to 4 per cent. Money is abundant.

The report of the Royal Insurance Company for 1869, read at the annual meeting on the 5th inst., presents the following satisfactory results:—In the fire department the premiums for the period amount to £485,180, and the losses to £290,685, being an increase of premium and a decrease of loss as compared with the corresponding totals of the preceding twelve months. The net profit of this department, including interest, amounts to £78,154, which, with a single exception, is the largest surplus that has been announced as the result of a year's operations since the establishment of the company. The results of the business in the life department for the last twelve months have been as follow:—Total income from premiums, after deducting re-assurances, £213,420, of which the 1,248 new proposals completed during the year have contributed £19,003; interest from investments, £46,162; the claims, including payments of bonus additions, £104,383; and after payment of all claims, annuities, and expenses of every description, the amount added to the life funds for the year is £133,059. After providing for the payment of the dividend and bonuses, which amounted together to 10s. per share, the funds of the company stand as follows:—Capital paid up £289,095; reserve fund and profit and loss account, £286,925 10s.; life assurance funds, £173,401 9s. 1d.

Messrs. Longman have in the press "The Lives of the Lord Chancellors of Ireland from the Earliest Times to the Reign of Queen Victoria." By R. O'Flanagan, barrister-at-law.

THE LEEDS BANKRUPTCY COURT.—The Lord Chancellor has decreed the amount of retiring allowances and compensation to be paid to the officials connected with the late district court of bankruptcy at Leeds. Mr. Commissioner Ayrton, Mr. Young, official assignee, and Mr. Rawlinson, usher, retire on their full salaries. Messrs. J. Stephen and J. A. Yorke, registrars, and Mr. C. C. Templer, messenger, retire on pensions of two-thirds of their respective salaries—namely, to each of the registrars, £666 13s. 4d., and to Mr. Templer, £280 per annum. Messrs. Gordon, Birkenshaw, and Pickering, the three principal clerks of the official assignee's office at Leeds, Sheffield, and Hull will each receive a gratuity of over £600, estimated on the basis of a month's salary for every month's service. Mr. William Harpham, messenger's principal assistant, will be awarded about the same amount; and Mr. John Holland, messenger's clerk at Leeds, will receive under £300. The three head bailiffs (Messrs. Outhwaite, Chadwick, and Butterfield) will receive pensions of between £50 and £60 each; so will Mr. John Rhodes, second clerk to Mr. Young, official assignee. It is expected that the doors of the Leeds Bankruptcy Court will be finally closed about the end of September, when the official assignee will not have more than a dozen estates which have not been wound up from causes beyond his control, to hand over to the county court.

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 16.—By Messrs. DRIVER.

A plot of freehold building land, near Richmond-park. Sold £850.

Also another plot, situate in the King's-road, Richmond. Sold £515.

Aug. 17.—By Messrs. EDWIN FOX & BOUSFIELD.

The lease of business premises, No. 112, Lower Thames-street, estimated rental £380, unexpired term 17½ years, at £170 per annum. Sold £1,200.

Aug. 24.—By Mr. TABERNACLE.

No. 89, Queen's-road, Peckham, held for 78 years, at ground rent of £10. Sold £470.

Also, No. 16, Barnham-street, Southwark, term 30 years, at ground-rent of 4 guineas, and let at £28 10s. per annum. Sold £130.

By Messrs. DAWSON & SON.

Nos. 180 and 182, Great College-street, Camden-town, term 59 years, net rental £127 8s. Sold £1,760.

Also, No. 184, Great College-street, held as above, and let at a net rental of £65 per annum. Sold £710.

Also, a leasehold ground rent of £50 per annum, secured on houses in Lyme-street, Camden-town, for 69 years. Sold £875.

By Messrs. COBB.

A freehold house situate at No. 25, Duke-street, Westminster, let at £110 per annum. Sold £1,600.

Also, a freehold house, shop, and warehouse, situate in High-street, Hounslow, let at £45 per annum. Sold £1,060.

Also, a freehold house and shop, situate in High-street, Hounslow, let at £18 per annum. Sold £300.

Also, a freehold building plot of 8a. 2r. 27p. situate in the Bath-road, Hounslow. Sold £1,570.

Also, a freehold building plot of 5a. 1r. 28p. in parish of Heston. Sold £900.

Also, a freehold building plot of 1a. 2r. 33p. in parish of Heston. Sold £270.

Also, a freehold building plot of 22a. 3r. 7p. near Heathrow. Sold £2,700.

Also, a freehold building plot of 20a. 0r. 37p. in the parish of Heston. Sold £2,260.

AT GARRAWAY'S COFFEE HOUSE.

Aug 17.—By Messrs. WARLTERS & LOVEJOY.

Freehold villa residence, known as Birchfield, in the centre of the Isle of Wight, with residence, and 2a. 1r. 25p. Sold £1,200

Aug 24.—By Mr. H. SOWTON.

Nos. 21 and 22, Trafalgar-road, Old Kent-road, producing £82 yearly, term 62 years, at ground rent of £9 7s. yearly; also, No. 10, Mason-street, Old Kent-road, let at £26 per annum, seven years unexpired, ground rent £2 12s. 6d. Sold £810.

By Messrs. LOUND & STRANSOM.

Freehold hotel, known as "The Cambridge;" also, a private residence adjoining, situate in Church-road, near the Crystal Palace. Sold £4,000.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

WARE—On Aug. 19, at Tunbridge Wells, the wife of Martin Ware, jun., Esq., of 17, Norfolk-crescent, Hyde-park, of a daughter.

MARRIAGES.

EVERITT—GRAHAM—On Aug. 24, at West Malling Church, Kent, F. W. E. S. Everitt, Esq., of Lincoln's-inn, barrister-at-law, to Melicent Isabel, only daughter of the late James Graham, Esq., of New Barnes, near West Malling, and 76, Westbourne-terrace, Hyde-park, London.

FRENCH—HONE—On Aug. 18, at Monkstown Church, William Michael French, of No. 15, Lower Pembroke-street, Dublin, Esq., barrister-at-law, to Frances Browning, daughter of Thomas Hone, Esq., J.P., Yapton, Monkstown.

HOLLOND—KEATS—On Aug. 17, at St. John's Church, Great Stanmore, John Robert Hollond, Esq., M.A., of the Inner Temple, barrister-at-law, to Fanny Eliza, daughter of the late Fredk. Keats, Esq., of Braziers, Oxon.

PHILBRICK—COCKBURN—On Aug. 23, at the Church of St. Stephen the Martyr, Avenue-road, Regent's-park, Adolphus Philbrick, of Lamb-building, Temple, barrister-at-law, to Minnie, younger daughter of the late Jas. Cockburn, Esq., of 28, Avenue-road.

PHILLPOTTS—BULLER—On Aug. 24, at the parish church of Whimple, Devon, William Francis Phillpotts, Esq., barrister-at-law, to Gertrude Caroline, youngest daughter of the late Thomas Wentworth Buller, Esq., of Strete Ralegh.

POCOCK—PFEIL—On Aug. 24, at Stoke Church, next Guildford, William Archbutt Pocock, Esq., of the Middle Temple, barrister-at-law, to Katharine Maude, daughter of the late Richard Adolph Pfeil, Esq., of Boxgrove, Guildford.

DEATHS.

BALL—On Aug. 17, at Fareham, Hants, Mr. John Ball, of that place, and formerly of No. 18, Bedford-row, London, solicitor, in his 89th year.

CAMPBELL—On Aug. 17, of hemorrhage, at his residence, in Camberwell, Edward Selby Campbell, barrister-at-law, aged 31.

SNOWDON—On Aug. 20, at Providence Lodge, Henry Snowdon, of Leeds, solicitor, in his 63rd year.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

TUESDAY, Aug. 23, 1870.

LIMITED IN CHANCERY.

International Land Credit Company (Limited).—Creditors are required, on or before Nov. 1, to send their names and addresses, and the particulars of their debts or claims, to George Augustus Cape, of 8, Old Jewry. Tuesday, Dec. 6, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, Aug. 19, 1870.

Denford Union Friendly Society, Wesleyan school-room, Denford, Northampton. Aug. 12.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 19, 1870.

Dutton, John, Bickerton, Chester, Farmer. Oct 17. Dutton v Hockerhall. V.C. Malins. Helps, Chester.

Griffith, Wm, Oswestry, Salop, Physician. Sept 1. Thomas v Mansell, V.C. Malins. Yorke, Basinghall-st.

Hockly, John Minet, Plymouth, Devon, Lieutenant R.N. Jan 14. Hockly v Moore, V.C. Stuart. Robins, Guildhall-chambers, Basinghall-st.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 19, 1870.

Bainbrigge, Thos Parker, Derby, Esq. Sept 29. Smith, Derby.

Burrows, Wm, New Marske, York, Cartwright. Sept 19. Weatherill & Lloyd, Guisbrough.

Chamberlain, Lydia, East Dertham, Norfolk, Widow. Sept 12. Cooper & Co, East Dereham.

Etough, Helena Charlotte, Clarendon-pl, Maida-vale. Nov 1. Coverdale & Co, Bedford-row.

Galbraith, John, Chatham, Kent, Engineer R.N. Sept 30. Hildreth & Ommanney, Norfolk-st, Strand.

Havergal, Rev Wm Hy, Leamington, Warwick, Clerk. Nov 1. Cooke, Gloucester.

Hurlock, Jane Mary Parminter, Devon, Spinster. Dec 2. Rev. O. J. Reichel, Wantage, Berks.

Hutley, Wm, Powers Hall, Witham, Essex, Farmer. Sept 29. Blood & Son, Witham.

Joseph, Abraham, Wimpole-st, Importer of Works of Art. Oct 30. Davis, Cork-st, Burlington-gardens.

Kelly, Anna Maria, Watford, Hertford, Spinster. Oct 20. Sutton & Ommanney, Coleman-st.

Lee, Jas, Bacup, Lancaster, Innkeeper. Oct 1. Hall, Bacup.

Lewis, Arthur, Brighton, Sussex, Esq. Oct 11. Simpson & Cullingford, Gracechurch-st.

Marsh, Joseph, Greenhithe, Kent, Esq. Sept 27. Chapple, Carter-lane.

Mason, Wm, Ampleforth, York, Park Keeper. Oct 18. Noble, York.

Morrall, Abel Andrew, Studley, Warwick, Needle Manufacturer. Sept 30. Richards, Redditch.

Payne, Louisa, Bexley Heath, Kent, Widow. Dec 1. Clutton & Haines, Serjeants'-inn, Fleet-st.

Powell, Chas, Wells-st, Camberwell, Gent. Sept 15. Frost, Leadenhall-st.

Price, Richard Powell, Brighton, Sussex, Esq. Sept 30. Meynott, Albion-pl, Blackfriars-bridge.

Robb, Alex, Elm Villa, Brixton-hill, Gent. Oct 1. Dawes & Son, Angel-ct, Throgmorton-st.

Rose, Edward, Salcombe-pl, York-ter, Regent's-park, Plumber. Nov 30. Indermaur, Devonshire-ter, High-st, Marylebone.

Tash, Robert, Shipdham, Norfolk, Farmer. Sept 12. Cooper & Co, East Dereham.

Warnes, Stephen, Bylaugh, Norfolk, Gent. Oct 12. Cooper & Co, East Dereham.

TUESDAY, Aug. 23, 1870.

Alt, Amelius Geo, Canterbury-rd, Brixton, Share Broker. Sept 30. Ball, Tokenhouse-yard.

Bolland, Dorothy, Kettlewell, York, Widow. Oct 8. Robinson, Skipton.

Brown, Wm, Love-lane, Aldermanbury, Warehouseman. Oct 31. Devonshire, Frederick's-pl, Old Jewry.

Burrows, Wm, New Marske, York, Cartwright. Sept 19. Weatherill & Lloyd, Guisborough.

Fife, Edward, Sheerness, Kent, Clothier. Oct 17. Copland, Sheerness.

Frushard, Geo Edward, Lewisham, Kent, Shipbroker. Sept 22. Patteson & Cobbold, New Bridge-st, Blackfriars.

Griffin, Eliza, Manley, Cheshire, Spinster. Dix, Manley.

Hebblethwaite, Edward, Broomgrove, Sheffield, Gent. Sept 29. Burdekin & Co.

Hunt, Robert, Southampton, Horse Dealer. Oct 10. Goater, Southampton.

Johnson Robert, Binbrook, Lincoln, Esq. Sept 29. Deacon & Co.

Marshall, Hy, Cambridge, Gent. Nov 1. Crane, Cambridge.

Moore, John, Bradford, Wilts, Gent. Oct 15. Stoney & Sparks, Bradford-on-Avon.

North, Geo Fredk, Waterloo-rd, Esq. Sept 30. Willoughby & Co, Clifford's-inn.

Rivers, Chas Robert, Delhi, East Indies, Lieut. H. M. 75th Reg. of Foot. Sept 5. Bowker, Winchester.

Royal, Robert, Jubilee-st, Stepney, Master Mariner. Oct 19. Prentice, Whitechapel-rd.

Smith, John, Langley, nr Macclesfield, Chester, Silk Printer. Oct 1. Hand, Macclesfield.

Stringer, Thos, Portdale, Sussex, Brickmaker. Oct 1. Verrall, Brighton.

Taylor, Richard Thos, Sheffield, Soda Water Manufacturer. Sept 29. Burdekin & Co.

Tuckwell, Phœbe, Burford, Oxfordshire, Widow. Oct 1. Price & Son, Burford.

Wreyford, Thos John, Exeter, Accountant. Oct 19. Truscott, Exeter.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 19, 1870.

Hobart, Augustus Chas, Constantinople, Turkey, Officer Imperial Ottoman Government. July 2. Comp. Reg Aug 17.

Bankrupts.

FRIDAY, Aug. 19, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Barnes, Fancourt, Grosvenor-st, Gent. Pet Aug 12. Pepys. Sept 1 at 11.30.

Hawkins, Stephen Millington, Priory-pk-rd, Kilburn, Jeweller. Pet Aug 12. Spring-Rice. Sept 5 at 12.30.

Keene, Jas, Fountain-ct, Strand, Lodging-house Keeper. Pet Aug 8. Pepys. Sept 8 at 12.

Nicoll, Benj, Regent-circus, Hosier. Pet Aug 15. Pepys. Sept 15 at 11.

To Surrender in the Country.

Dancy, Stephen, & Wm Dancy, Brighton, Sussex, Builders. Pet Aug 16. Eversheld. Brighton, Sept 10 at 11.

Efford, Robt, Salcombe, Devon, Ironmonger. Pet Aug 17. Pearce. Stonehouse, Aug 31 at 11.

Lane, Jeremiah, Stourbridge, Worcester. Pet Aug 16. Harward. Stourbridge, Sept 2 at 11.

Metherell, John, Hereford, Innkeeper. Pet Aug 16. Reynolds. Hereford, Sept 3 at 11.

Rooney, Michael Joseph, Lpool, Licensed Victualler. Pet Aug 16. Lpool, Sept 1 at 2.

Wheeler, Hy, Oldham, Lancashire, General Dealer. Pet Aug 11. Tweedale. Oldham, Sept 7 at 11.

TUESDAY, Aug. 23, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Davison, John Longstaff, Sunderland, Durham, Grocer. Pet Aug 17. Ellis. Sunderland, Sept 5 at 11.

Fairchild, Geo Emberson, Blackheath-hill, Kent, Licensed Victualler. Pet Aug 19. Bishop. Greenwich, Sept 6 at 12.

Fry, John, Southampton, Ironmonger. Pet Aug 19. Thorndike. Southampton, Sept 5 at 12.

Miller, John, Exeter, Oil Merchant. Pet Aug 18. Daw. Exeter, Sept 5 at 11.

Myatt, John, Stafford, Grocer. Pet Aug 18. Spilsbury. Stafford, Sept 10 at 10.

Speakman, Wm, Salford, Lancashire, Joiner. Pet Aug 20. Halton. Salford, Sept 5 at 11.

Taylor, Caroline, Gt Grimsby, Lincoln, Grocer. Pet Aug 18. Danby. Gt Grimsby, Sept 3 at 10.

Wade, John, Bury St Edmunds, Suffolk, Ironfounder. Pet Aug 18. Collins. Bury St Edmunds, Sept 5 at 2.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 19, 1870.

Bean, John Geo Whittingstall, Downshire-hill, Hampstead Heath, Coal Agent. Aug 8.

TUESDAY, Aug. 23, 1870.

Lunham, Robert Anderton, & Richard Hy Evans, Lpool, Provision Merchants. Aug 13.